

Contract no. 134

A G R E E M E N T

Between

MERCER COUNTY PROSECUTOR

and

MERCER COUNTY PROSECUTOR'S OFFICE P.B.A. 339

EFFECTIVE: January 1, 1991
EXPIRATION: December 31, 1992

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PREAMBLE

WHEREAS, the Prosecutor has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the Prosecutor's Office to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the Prosecutor and the citizens of Mercer County; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Prosecutor by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the Prosecutor's Office and to provide an orderly and prompt method for handling and processing grievances;

This Agreement, dated, _____ between the Prosecutor of the County of Mercer, hereinafter referred to as the "Employer", and the Prosecutor's Office P.B.A. 339, hereinafter referred to as the "Union"; and

WHEREAS, the Employer and the Union entered into an Agreement on _____ which Agreement was approved by the Prosecutor of Mercer County.

NOW, THEREFORE, the parties agree with each other as follows:

1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees and for additional classifications as the parties may later agree to include.

2. MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

3.

UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with "Title 52 of the Revised Statutes" as amended by Chapter 345, P.L. 1981. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of January 1st or July 1st of the next succeeding date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to the Prosecutor's Office P.B.A. 339. Existing written authorization for dues deduction to an employee organization other than the Prosecutor's Office P.B.A. 339 must be terminated within sixty (60) days of the date of execution of this Agreement.

3.3 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

3.4 The union agrees to indemnify and hold the Employer harmless



COUNTY OF MERCER
McDADE ADMINISTRATION BUILDING
P.O. Box 8068
TRENTON NEW JERSEY 08650-0068

CATHERINE DICOSTANZO, CLERK
BOARD OF CHOSEN FREEHOLDERS

(609) 989-6584

December 9, 1991

Public Employees Relations Committee
495 W. State Street
Trenton, NJ 08618

Dear Sirs:

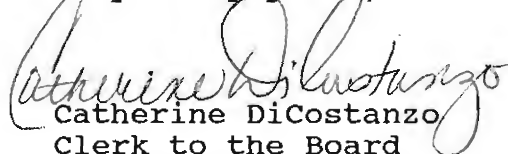
Enclosed please find one copy of the contract between the Prosecutor's Detectives and Investigators Unit and the County of Mercer.

This document has been properly signed by the County Executive and Clerk to the Board.

Also enclosed is a certified copy of the Resolution authorizing the execution of said contract.

You may retain these copies for your files.

Very truly yours,


Catherine DiCostanzo
Clerk to the Board
Board of Chosen
Freeholders

CD/lm
Encl. (2) Resolution No. 91-571

against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 477, and N.J.S.A. 34:13A5.4, et al.

3.5 Any employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business. The Union shall designate no more than three (3) employees to serve as union representatives who shall be allowed an aggregate of no more than fifteen (15) days in any calendar year. The Union shall provide a list of designated Union representative to the Prosecutor's Office.

Requests for Union business days shall not be unreasonably denied.

4. WORK SCHEDULES

4.1 The weekly work schedule shall consist of five (5) consecutive days in any seven (7) day period, which schedule shall be established by the Employer and may be changed by the Employer after giving reasonable notice.

4.2 The weekly work schedule and the starting time of work shifts shall be determined by the Prosecutor and in emergency situations may be changed at the discretion of the Prosecutor.

4.3 A workday shall consist of eight (8) hours, including one (1) hour for lunch which shall be unpaid.

5. OVERTIME

5.1 All employees covered by this Agreement, with the exceptions as set forth in the paragraph below, will earn compensatory time based on the following schedule:

- a. From the thirty-sixth (36) to the forty-third (43) hour - compensatory time on an hour for hour basis.

- b. From the forty-fourth (44) hour and above, compensatory time earned at one and one half (1 1/2) hours for every hour worked.

Letter dated August 27, 1986 shall be incorporated in the Collective Bargaining Agreement and attached herewith.

5.2 A minimum of eighteen (18) positions will be assigned to the Homicide, Rape Task Force, and Special Investigations Units. Those employees in the unit that are assigned to these positions will be paid a maximum of \$1,400 annually, prorated throughout the year on a bi-weekly basis, in lieu of overtime payments. Those employees assigned to these positions will receive said payments only while they continue to be assigned to those positions in the units noted above. Compensatory time will be granted to employees assigned to these units after the first 100 overtime hours the employee has worked, on an hour-for-hour basis.

In the event that a member of the Homicide, Rape Task Force, or Special Investigations Units is transferred to a non-overtime status position and has accumulated overtime hours in excess of the prorated payments received, said individual will be granted compensatory time off on a prorated hour-for-hour basis for the difference between the total amount of overtime hours worked and the total amount of prorated payments received. For the purpose of calculating this difference, an overtime rate of \$14.00 per hour will be used.

Personnel assigned to the eighteen (18) positions in those units noted above must guarantee 100 overtime hours during each calendar year to satisfy the \$1,400 annual payment. An overtime rate of \$14.00 per hour will be used for the purpose of satisfying this condition.

5.3 The Employer agrees to provide a meal allowance for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked two (2) hours overtime or is called in on an emergency basis before his/her starting time and works through his/her regular meal hour at the rate of \$4.50, \$6.50, and \$12.50 for breakfast, lunch, and dinner respectively. When an employee is assigned out of the County during the lunch meal period, he/she shall be reimbursed for lunch costs up to \$6.50. It is understood that meal receipts will be required for all reimbursement.

5.4 Effective January 1, 1990 the overtime provision of this agreement is amended as follows:

1. Eliminate the \$1400 annual over-time payment for the initial 100 hours of compensatory time worked.

2. All compensatory time earned through December 31, 1989 will be frozen. Employees may use compensatory time hours off from work.

3. Effective January 1, 1990, after an employee has accrued fifty (50) new comp hours (in Bank I -- 35 to 43 hours), employees will be compensated at his/her current hourly rate for hours worked between 35 and 43 per week on an hour for hour basis.

4. Hours worked in excess of 43 per week will be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay.

6.

SALARY GUIDE

6. The salaries shall be increased at four (4) percent effective January 1, 1991; four (4) percent effective July 1, 1991; three and one half (3.5) percent effective January 1, 1992; and four (4) percent effective July 1, 1992.

6.1 The 1991 and 1992 salaries for all employees covered by this agreement shall be as follows:

Step	1/91	7/91	1/92	7/92
1.	23,832	24,785	25,652	26,678
2.	25,158	26,164	27,080	28,163
3.	26,484	27,543	28,507	29,647
4.	27,810	28,922	29,934	31,132
5.	29,136	30,301	31,362	32,616
6.	30,462	31,680	32,789	34,100
7.	31,788	33,059	34,216	35,585
8.	33,114	34,438	35,643	37,069
9.	34,440	35,817	37,071	38,554
10.	36,967	38,445	39,791	41,383

6.2 An annual automatic step movement system shall be implemented. All employees with at least one year of service shall annually advance one step position until the maximum rate is achieved (step 10).

The initial step movement shall occur October 1, 1991. Effective July 1, 1992, and each July 1, thereafter, an annual step movement shall occur. Employees with at least one year of service shall be entitled to advance one salary step guide position until the maximum rate is achieved.

6.3 The Mercer County Prosecutor retains the discretionary

authority to hire employees at any step on the salary guide set forth above.

6.4 During the terms of this Agreement, the salary guide shall not be changed unless by mutual consent of the Employer and the Union.

6.5 On Call Pay. The parties will meet in an effort to eliminate or reduce the need for "on call" status. Absent an agreement by December 1, 1990, an employee "on call" for at least three days in a given calendar month will receive \$100 to be paid in the following month.

6.6 Detective or Investigator In-Charge Compensation. Detectives and Investigators designated by the Prosecutor as Supervisors shall be entitled to compensation of \$1,500.00 above a Detective's/Investigator's base salary. The Prosecutor will have complete authority in the assignment of personnel to supervisory positions, and the compensation will only be paid during the portion of the year actually served in the supervisory positions on a bi-weekly basis.

7. INSURANCE AND RETIREMENT BENEFITS

7.1 The county agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

7.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

7.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System and/or the New Jersey Policemen's and Firemen's Retirement System.

7.4 The county agrees to provide a Prescription Drug Program to eligible employees and their eligible dependents; the premium cost for said program to be paid by the County. Further, for the purpose of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-

payment and co-payment generic will be as follows:

\$4.00 co-payment and
\$1.00 co-payment generic

7.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution Number 86-580 adopted December 9, 1986.

7.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. Eligible employees, for the purposes of this Program, shall be defined as all full-time permanent and full-time unclassified employees.

7.7 Notwithstanding the provisions of Article 7.1, the County shall be entitled to renegotiate with the Unit any changes in the County's Health Benefits Program. In the event the parties are unable to reach agreement or changes, the issue shall be resolved through mediation and, if necessary, interest arbitration.

8. PAID LEAVES OF ABSENCES

8.1 Bereavement Days. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, step child, mother-in-law, father-in-law, or any person permanently residing in the household of the employee, said employee shall be excused for a period beginning with the day of death or the day after the date of death to one (1) day after the funeral, but in no instance for more than five (5) consecutive days. In the event of the death of a grandparent or grandchild not living in the household of the employee, said employee shall be excused for the day of the funeral only. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than seven (7) hours pay for any one day.

8.2 Occupational Injury Leave.

a. Any employee who is disabled because of an occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation Law from the day of injury or illness. Said employees shall be eligible for a Leave of Absence for the entire period of disability.

Employees on an authorized Leave of Absence shall be paid temporary workers' compensation benefits for the period of their disability in accordance with the eligibility criteria

established by the New Jersey Workers' Compensation Law. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave credits shall not accrue during this period of disability.

b. Any Investigator or Detective who is disabled for a period of more than five (5) consecutive working days as the result of an occupational injury or illness directly attributable to the unique duties and responsibilities of a Investigator or Detective shall be granted a leave of absence with full pay for the entire period of disability, such leave of absence to be limited to a maximum period of one (1) year from date of injury or illness. In the event that five (5) or more sick days are charged against an employee, said sick days shall be returned and credited to the employee's sick leave bank. The Prosecutor shall determine whether an injury is directly attributable to the unique duties of a Investigator or Detective.

c. Employees returning from an authorized leave of absence as set forth in (a) and (b) above shall be restored to their original job classification at the appropriate rate of pay with no loss in seniority, sick days or other employee rights, privileges and benefits except as modified above.

8.3 Sick Leave. All full-time permanent, full-time unclassified, full-time temporary, and full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in one-half day units.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee and any full-time unclassified employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of the succeeding year.

c. Any amount of sick leave allowance not used in any calendar year shall accumulate at the employee's credit from year to year to be used if and when needed for such purpose.

d. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment except as provided under Paragraph 7.5.

e. If an employee is absent for reasons that entitle him to

sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

(1) Failure to so notify his supervisor shall be cause for denial of the use of sick leave for that absence.

(2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

g. (1) The Prosecutor may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

(2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(3) The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.

h. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.

i. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except military leave.

8.4 Personal Leave Days. All full-time permanent or unclassified employees covered by this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one-half day units.

Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that 48 hours notice cannot be given, said leave may be taken only upon authorization of said supervisor. The Prosecutor reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave.

8.5 Jury Duty. An employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law.

8.6 Witness Leave. When an employee is summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his capacity as an employee or officer of his agency, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted compensatory time equal to the hours required for such duty. In no case will this special leave be granted or credited for more than eight (8) hours in any day or forty (40) hours in any week. The employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

9. ABSENCE WITHOUT LEAVE

9.1 any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

9.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be unauthorized absence and may be cause for disciplinary action.

10. NON-PAID LEAVES OF ABSENCE

10.1 A permanent employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

10.2 All other leaves of absence without pay shall be at the discretion of the Employer.

10.3 Employees returning from authorized leaves of absence as set forth in Paragraphs 10.1 and 10.2 above will be restored to their original classifications and salaries which they were earning at the time leave was granted. Said employees will suffer no loss of seniority or other employee rights, privileges, or benefits, provided, however, that sick leave, vacation leave, and longevity credits shall not accrue except for those on military leave.

11. CHILD CARE/MATERNITY

11.1 A permanent female employee covered by the terms of this Agreement shall advise the Prosecutor of a pregnancy. The rights of a permanent female employee shall include but not be limited to the following provisions:

- a. The permanent female employee shall be permitted to work her normal duties so long as such work is permitted by a doctor's certification. The doctor shall be a physician of the female employee's own choosing. This certification is subject to approval by the County Physician.
- b. In addition to other provisions of this article, the permanent female employee shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following child birth.
- c. A female employee with one (1) year or more of service shall be granted, on thirty (30) days notice, maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of seniority or benefits provided she notifies the Prosecutor no later than after three (3) months of leave that she intends to return.

11.2. Notwithstanding the provisions of article 8.3 (Sick Leave with Pay) and Article 11.1(Maternity Leave without Pay), a permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of one year. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall it be extended beyond this one year period.

12.

SENIORITY

12.1 Seniority is defined as an employee's continuous length of service with the County beginning with his last date of hire.

12.2 Seniority may be given preference in layoffs, recall, vacation, and scheduling.

12.3 The Prosecutor shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of the same to the Union upon request.

12.4 The Prosecutor shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

Approved as to Form and Legality

Date

Gail R. Jennings
County Counsel

November 26, 1991

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE CONTRACT BETWEEN PROSECUTOR'S DETECTIVES AND INVESTIGATORS' UNIT AND THE COUNTY OF MERCER, UPON APPROVAL BY COUNTY COUNSEL. TWO YEAR CONTRACT JANUARY 1, 1991 TO DECEMBER 31, 1992

WHEREAS, Prosecutor's Detectives and Investigators' Unit is the sole and exclusive bargaining agent for the Prosecutor's Detectives and Investigators' Unit; and,

WHEREAS, it is in the best interest of the County of Mercer to execute the contract; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and they are hereby authorized to execute said contract between the Prosecutor's Detectives and Investigators' Unit and the County of Mercer, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board forward a copy of this Resolution, together with a copy of the contract to the County Administrator, Personnel Director, the Finance Director, the Prosecutor's Detective and Investigators' Unit, the Prosecutor and the PERC (Public Employees Relations Commission).

Catherine Di Cenzo
Clerk to the Board

RECORD OF VOTE

FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Bethea	X					✓	Prunetti	X					✓
Bronson	X						Yuhas				X		
Carabelli	X						Sollami	X					
Kramer	X												

X—Indicates Vote

Abs.—Absent

N.V.—Not Voting

Res.—Resolution Moved

Sec.—Resolution Seconded

13.

HOLIDAYS

13.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

13.2 Holidays enumerated in Paragraph 13.1 above which fall on a Saturday shall be celebrated on the preceding Friday; holidays which fall on a Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall be celebrated at the employee's option unless the Prosecutor determines that it cannot be taken because of pressure of work.

13.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the County and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

14.

GRIEVANCE PROCEDURE

14.1 A grievance is defined as:

a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement; or

b. A claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy, or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and a supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The unit representative or employee, or both, shall take up the grievance or dispute with the Prosecutor within ten (10) days of its or reasonable knowledge of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Prosecutor shall render a decision in writing.

Step Two: If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the Prosecutor, the unit may request the Public Employment Relations

Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

14.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

14.3 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representatives regarding matters of employee representation, during working hours and without loss of pay provided, however, that all said employees shall secure the permission of their immediate superiors, which permission shall not be unreasonably withheld.

15. SAFETY AND HEALTH

15.1 The Employer shall at all times maintain safe and healthful working conditions.

15.2 The Employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe/unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of his alternates, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the Employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

15.3 This safety committee shall also make recommendations to the Prosecutor regarding such topics as, but not limited to, firearms qualification, bullet proof vests, police radios and vehicle maintenance and equipment.

16. EQUAL TREATMENT

16.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race,

religion, political affiliation, union membership, or union activities.

16.2 The Prosecutor and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination against any employee because of union membership or non-membership.

17. WORK RULES

17.1 The Prosecutor may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

18. ANNUAL VACATION LEAVE

18.1 All full-time permanent and full-time unclassified employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

18.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

b. After one (1) year and to completion of five (5) years, 12 working days.

c. From beginning of sixth year and to completion of tenth year, fifteen (15) working days.

d. From beginning of eleventh year and to completion of fifteenth year, 20 working days.

e. After completion of fifteenth year, 25 working days.

18.3 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

18.4 An employee who is called back to work while on authorized vacation shall be paid one (1) day's pay in addition to regular day's pay and shall not lose vacation day or days.

18.5 Vacation allowance must be taken during the current calendar year unless the Prosecutor determines that it cannot be

taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year. A maximum of ten (10) vacation days, at the option of the employee, may be carried over from one (1) calendar year into the succeeding year.

18.6 A permanent employee who returns from military service other than any active duty for training with any military reserve or National Guard unit is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

18.7 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation for retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

18.8 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

19. LONGEVITY

19.1 Every full-time employee, temporary or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$300 commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$400.

Any interruption of service due to a cause beyond the control of the employee, i.e. for military service, injury, or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative

period of service with the County of Mercer. Nothing contained in this Article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the adoption of this contract.

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

19.2 Law Enforcement Longevity. As of January 1, 1990 Prosecutor's Detectives and Investigator's having completed ten (10) years of continuous law enforcement service with the County of Mercer shall receive an annual two hundred fifty (\$250) dollar stipend. The stipend shall not count as earnings in the calculation of overtime payments. Payments shall be made on a prorated basis with each salary check. Law Enforcement Longevity shall be considered in total with the salary for pension purposes.

As of January 1, 1990 Prosecutor's Detectives and Investigators having completed fifteen (15) years of continuous law enforcement service shall receive an annual five hundred (\$500) dollar stipend. The stipend shall not count as earnings in the calculation of overtime payments. Payments shall be made on a prorated basis with each salary check. Law Enforcement Longevity shall be considered in total with the salary for pension purposes.

20. CLOTHING MAINTENANCE ALLOWANCE

20.1 The County agrees to provide an annual \$125 clothing maintenance allowance to all employees covered by this Agreement. This allowance shall be earned on a quarterly basis, provided the employee works a minimum of one (1) day in any calendar quarter, and shall be paid semi-annually during June and December.

20.2 New employees, retired employees, or deceased employees shall be paid a prorated share of the clothing maintenance allowance, based upon the formula set forth in Paragraph 19.1 above, payable in either June or December.

20.3 Employees covered by this Agreement who voluntarily terminate their employment with the County of Mercer or whose employment is terminated for cause shall not be entitled to payment of the clothing maintenance allowance or any prorated portion thereof.

21. JUST CAUSE

21.1 No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his services without

just cause.

22. CLASSIFICATIONS AND JOB DESCRIPTIONS

22.1 The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

23. STRIKES AND LOCKOUTS

23.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

24. PERSONNEL RECORDS

24.1 A personnel file shall be established and maintained for each employee covered by this agreement. Such files are confidential records and shall be maintained in the office of the Prosecutor, and may be used for evaluation purposes by the Prosecutor.

Upon advance notice and at reasonable times, any member of the bargaining unit may review his personnel file. However, this appointment for review must be made through the office of the Prosecutor or his designated representative.

Whenever a written complaint concerning the employee or the actions of an employee is to be placed into the personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file if he so desires. When the employee is given a copy of the complaint, the identification of the complainant may be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint including the identity of the complainant.

All personnel files will be carefully maintained and safe guarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the bargaining unit shall subject that member to appropriate disciplinary action.

Each employee shall be supplied with written certification from the Prosecutor or his designee which is consistent with current practices stating the number of accumulated vacation days, sick days, personal days, and any other time which is available to the employee.

No document or report shall be placed in the employees's personnel file or otherwise acted upon without prior conference with the employee. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief and/or Prosecutor, or his designee and attached to the file copy.

25. OUTSIDE EMPLOYMENT

25.1 Any employee covered by this Agreement shall be entitled to hold part-time employment, provided, however, that all such employment is approved in advance by the Prosecutor. The decision of the Prosecutor shall be final and shall not be the subject of an arbitration or grievance.

26. GENERAL PROVISIONS

26.1 The provisions of this Agreement shall only apply to those employees in the unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of execution of this Agreement.

26.2 All employees covered by the terms of this agreement shall be provided with personalized bulletproof vests upon completion of appropriate training and firearms qualification. The standards and specifications for these bulletproof vests shall be established by the Prosecutor.

27. SEPARABILITY AND SAVINGS

27.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

28. VACANCY POSTING

28.1 When a job opening occurs, the Prosecutor will post the opening in a conspicuous location so that interested employees may express their interest in said opening. The choice of the person to fill the opening strictly is up to the Prosecutor.

29. PRESERVATION OF EXISTING RIGHTS

29.1 The provisions of any valid and existing Mercer County Ordinances or Resolutions validly providing employment benefits with regard to matters covered by this Agreement shall remain in effect unless this Agreement provides some other benefit.

In the event the Employer, County of Mercer or their designee negotiates an improvement in any fringe benefit on a county wide basis (or with another law enforcement agency), then the employees in this bargaining unit shall have the right to request immediate negotiations as to such issue only, any other provisions of this agreement to the contrary notwithstanding. In the event the parties reach impasse in such negotiations, then either party shall have the right to submit the dispute to binding interest arbitration in accordance with the provisions of the New Jersey Employer-Employee Relations Act then prevailing in such cases for arbitration of such disputes in the case of law enforcement officers.

The Prosecutor of the County of Mercer agrees that all employment benefits shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

30. TERMINATION

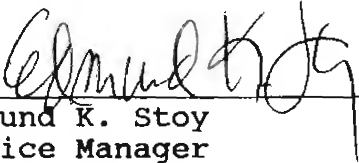
30.1 Subject to the terms of this Agreement and the grievance procedure, the Prosecutor has the right and responsibility to direct the affairs of the Prosecutor's Office, including the right to plan, control, and direct the operation of the personnel.

30.2 This Agreement shall be effective as of the first day of January, 1991, and shall remain in full force and effect until the 31st day of December, 1992. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1 of any succeeding year.

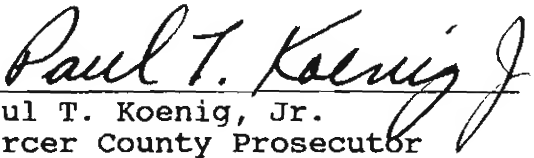
In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper offices and attested to on the _____, in the year of Our Lord, One Thousand Nine Hundred Ninety-one.

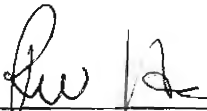
ATTEST:


Edmund K. Stoy
Office Manager

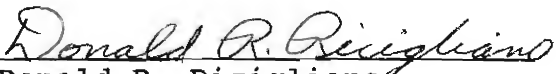
PROSECUTOR'S OFFICE:


Paul T. Koenig, Jr.
Mercer County Prosecutor


ATTEST:


Robert Hamilton
1st Vice President

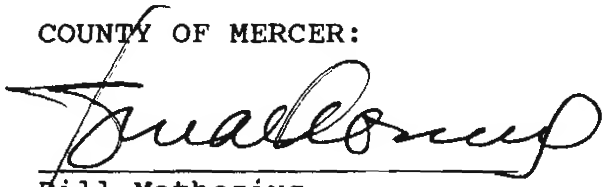
PROSECUTOR'S DETECTIVES
AND INVESTIGATORS' UNIT:


Donald R. Ricigliano
President

ATTEST:


Catherine DiCostanzo, Clerk
Board of Freeholders

COUNTY OF MERCER:


Bill Mathesius
County Executive